



A CONSOLIDATED GRAPHICS COMPANY

### Application for Credit

1540 Waldo Road  
 Gainesville, FL 32641  
 352.376.2658  
 fax 352.373.7241  
 toll free 800.235.2658  
 www.StorterChilds.com

**(Please print or type) APPLICANT INFORMATION**

Legal Name of Company/Person \_\_\_\_\_

Fictitious or DBA Name (if any) \_\_\_\_\_ Tax I.D. Number\* / Social Security Number \_\_\_\_\_

Principal Place of Business Address (not P.O. Box) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Country \_\_\_\_\_ Zip \_\_\_\_\_

Billing Address (if different) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Business Telephone Number \_\_\_\_\_

Accounts Payable Contact \_\_\_\_\_ Phone \_\_\_\_\_ E-Mail Address \_\_\_\_\_ Business Fax Number \_\_\_\_\_

Date Business Established \_\_\_\_\_ Current Ownership (# of years) \_\_\_\_\_ State of Incorporation/Registration \_\_\_\_\_

Description of Business \_\_\_\_\_ Dunn & Bradstreet Number \_\_\_\_\_

Type of Ownership (Select One)  
 Corporation     L.L.C.     Individual     Other \_\_\_\_\_

**PRINCIPALS (OWNERS) AUTHORIZED TO SUBMIT ORDERS**

(1) Name \_\_\_\_\_ Title \_\_\_\_\_

Physical Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

(2) Name \_\_\_\_\_ Title \_\_\_\_\_

Physical Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

(3) Name \_\_\_\_\_ Title \_\_\_\_\_

Physical Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

For more than three owners attach additional sheet(s).

**BANK REFERENCES**

Bank Name \_\_\_\_\_ Location \_\_\_\_\_ Phone # \_\_\_\_\_

Bank Name \_\_\_\_\_ Location \_\_\_\_\_ Phone # \_\_\_\_\_

**TRADE REFERENCES**

(1) Name \_\_\_\_\_ Acct # \_\_\_\_\_ Contact \_\_\_\_\_ Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

(2) Name \_\_\_\_\_ Acct # \_\_\_\_\_ Contact \_\_\_\_\_ Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

(3) Name \_\_\_\_\_ Acct # \_\_\_\_\_ Contact \_\_\_\_\_ Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

**CERTIFICATION, AGREEMENT AND AUTHORIZATION TO RELEASE INFORMATION**

I/We, the undersigned, hereby certify that the information in this credit application is correct, that it is submitted for the purpose of obtaining credit, and agree to all terms and conditions of sale and the payment terms as set forth. The information included in this credit application is for the use of StorterChilds Printing Company, Inc. for determining the amount and conditions of credit to be extended. I understand that StorterChilds Printing Company, Inc. may also utilize other sources of credit information that it considers reliable in making the determination. I/We hereby authorize the bank and supplier references listed in the credit application to release the information necessary to assist StorterChilds Printing Company, Inc. in establishing a line of credit. This Application must be signed by an Owner, or if incorporated, by a Corporate Officer. Should StorterChilds Printing Company, Inc. approve this application, the terms will be communicated to you upon receipt of your first order.

I certify that this information is true and accurate to the best of my knowledge, and that I have read and accept the Terms and Conditions on the attached sheet.

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

\* Tax Exempt Customers- Must provide an original, current, and signed exempt form before receiving "no tax" status.

## TERMS AND CONDITIONS OF SALE

Unless otherwise specifically agreed to in a signed writing by the parties, the following Terms and Conditions apply to all transactions between the parties.

- 1. QUOTATION.** Upon request, StorterChilds Printing Company [SCP] will provide to Customer an estimate of the price at which the order can be completed (a "Quotation"). Quotations are based on the expectation that the specifications provided by Customer are accurate. Copy, film, disks, tapes or other input materials which, in SCP's sole discretion, fail to conform to the specifications upon which the Quotation was based shall render the Quotation void and a new Quotation may be issued. Customer has thirty (30) days from the date of the Quotation to notify Printer of acceptance of the Quotation. After such time, the Quotation will expire and new terms may be negotiated. SCP is not responsible or liable for errors, omissions, or additional costs resulting from faults in transmission.
- 2. ORDERS.** Acceptance of orders is subject to credit approval and contingencies such as fire, water, strikes, theft, vandalism, acts of God, and other caused beyond SCP's control. Upon Customer cancellation of any order, Customer shall pay to SCP compensation for any and all costs and related obligations incurred by SCP in connections with such order.
- 3. EXPERIMENTAL OR PRELIMINARY WORK.** Experimental or preliminary work performed at the Customer's request will be charged to the Customer at SCP's current rates. Such work, and any ideas obtained there from, are the exclusive property of SCP and may not be used by Customer, except upon compensation to and written consent of SCP.
- 4. CREATIVE WORK.** Creative work performed at Customer's request will become Customer's property upon payment to SCP of all amounts due in connection with the order.
- 5. PREPARATORY WORK.** Preparatory materials will be charged to the Customer at SCP's current rates unless specifically included in the Quotation and shall remain SCP's exclusive property unless otherwise agreed in writing.
- 6. ALTERATIONS/CORRECTIONS.** Alterations/corrections includes all work performed in addition to the original specifications. Such work will be charged to the Customer at SCP's current rates.
- 7. PRE-PRESS PROOFS.** Final pre-press proofs referred to as: the "Master Proof", along with the original copy provided by the Customer will be submitted to the Customer for review. The Master Proof must be signed, dated and returned to SCP marked "O.K." or "O.K. after corrections." If corrections are required, they must be marked on the Master Proof. If a revised Master Proof is desired, request must be made when proofs are returned. SCP is not responsible for errors if Customer: (i) failed to return the Master Proof with indication of changes; (ii) instructed SCP to proceed without review of the Master Proof; (iii) communicated changes verbally; or (iv) if work printed upon Customer's "O.K."
- 8. PDF PROOFS.** PDF Proofs will be supplied to customer upon request. Customer will be responsible for submitting approval of PDF proofs to SCP via email. SCP will not be responsible for undetected production errors if proof approval or requests for changes are communicated orally.
- 9. PRESS PROOFS.** Unless specifically provided for in a Quotation, press proofs will be available only at Customer's written request, and will be charged to the Customer at SCP's current rates. An inspection sheet can be submitted for Customer approval, provided Customer is available at the press during the time of make ready. Lost press time due to Customer delay or Customer alterations/corrections will be charged to the Customer at SCP's current rates.
- 10. COLOR PROOFING.** Customer acknowledges that because of differences in equipment, processing, proofing substrates, paper, inks, pigments, and other differences between color proofing and production pressroom operations, a reasonable variation in color between color proofs and the completed job shall constitute acceptable delivery.
- 11. OVER-RUNS AND UNDER-RUNS.** Over-runs or under-runs not exceeding 10% (or other agreed percent) on quantities ordered shall constitute acceptable delivery. If Customer requires guaranteed exact quantities, the percentage tolerance shall be doubled. SCP will bill the Customer for actual quantity delivered within these tolerances.
- 12. CUSTOMER'S PROPERTY.** SCP shall be liable for any amount in excess of the amount recoverable from insurance for any loss or damage to any and all Customer property in SCP's possession, including, but not limited to, Customer-furnished materials, raw material, intermediate materials, printed stock, artwork, engraving, and plates. Nothing herein requires SCP to insure any of Customer's property against loss or damage due to any reason. Customer will be charged at SCP's current rates for handling and storage of any Customer property including stock or printed material for more than thirty days. SCP will retain intermediate materials until the related end product has been accepted by Customer. If requested in writing by Customer, intermediate materials will be stored for an additional period at an additional charge.
- 13. DELIVERY.** Unless otherwise specified therein, the price in a Quotation only includes a single shipment, without storage, F.O.B. the shipping point, and is based on continuous and uninterrupted delivery of a complete order. Charges related to delivery from Customer or Customer's supplier to SCP are not included in a Quotation. Upon Customer's request, special priority pickup or delivery service, and special packing, will be provided at SCP's current rates. Title for finished work shall pass to the Customer upon the earlier of: (i) delivery to Customer or Customer's carrier, or (ii) mailing of invoices for finished work. Claims for defects, damages, quality or shortages shall be deemed waived and the order will be deemed irrevocably accepted by Customer unless a claim is made by Customer in writing to SCP within ten (10) days after receipt of all or any part of the order. Customer shall afford SCP prompt and reasonable opportunity to inspect all or any part of order as to which any claim is made.
- 14. PRODUCTION SCHEDULES.** Production schedules will be established [in writing] and adhered to by both the Customer and SCP, provided that neither shall incur any liability or penalty for delays due to state of war, riot, civil disorder, fire, labor trouble, strikes, accidents, energy failure, equipment breakdown, delays of suppliers or carriers, action of government or civil authority, acts of God, and other causes beyond the control of Customer or SCP. Where production schedules are not adhered to by Customer, final delivery date(s) will be subject to adjustment.
- 15. CUSTOMER-FURNISHED MATERIALS.** Paper stock, inks, camera copy, film, color separations, and other Customer-furnished materials shall be manufactured, packed and delivered to SCP's specifications. Additional costs, due to delays or impaired production caused by specification deficiencies, will be charged to the Customer at SCP's current rates. Customer will bear risk of loss or damage for any materials delivered by it or its supplier to SCP. Materials delivered from customer or its suppliers are verified with delivery ticket only as to cartons, packages, or items shown. The accuracy of quantity or quality indicated on such tickets cannot be verified and SCP shall not be liable for any shortages based on supplier's tickets.
- 16. TERMS.** Customer agrees to make full payment to SCP when due. Payment is net cash 30 calendar days. Unless SCP is notified, in writing, by Customer, within 10 calendar days, of any error contained in the invoice, such invoice or statement will be deemed correct and irrevocably accepted by Customer, and the full amount thereof will be due to SCP. Interest at a rate equal to the lesser of 1.5% per month or the maximum rate permitted by law will be charged on all amounts past due. Failure to make payment will be considered a violation of the terms hereof, and in addition to any other remedies available to SCP, SCP will have the right to suspend or withdraw printing services for Customer's failure to pay. Customer agrees to pay all attorneys' fees, costs and expenses incurred by SCP in the collection of any unpaid balance or any breach of the terms hereof, regardless of whether a lawsuit is actually filed. As security for payment of any sum due to become due under the terms of any agreement, Customer grants a security interest in, and SCP shall have the right, if necessary, to retain possession of, and shall have a lien on, all Customer property in SCP's possession, including work in process and finished work. The extension of credit or the acceptance of notes, trade acceptances, or guarantees of payment shall be liable for invoiced price of the order, any other additional charges incurred, the maximum legal rate of interest, and all collection costs incurred. SCP and Customer expressly agree that Local County, State district courts shall be proper jurisdiction and venue for any action or lawsuit brought in connection with or related to, in any way, this Agreement, the Terms and Conditions, work done between SCP and Customer or the Credit Application. Customer shall pay SCP a \$25.00 service charge on each dishonored check returned to SCP.
- 17. WARRANTIES.** SCP WARRANTS THAT THE WORK IS AS DESCRIBED IN THE PURCHASE ORDER. CUSTOMER UNDERSTANDS THAT ALL SKETCHES, COPIES, DUMMIES, AND PREPARATORY WORK SHOWN TO CUSTOMER ARE INTENDED ONLY TO ILLUSTRATE THE GENERAL TYPE AND QUALITY OF WORK, AND ARE NOT INTENDED TO REPRESENT THE ACTUAL WORK PERFORMED. EXCEPT AS EXPRESSLY PROVIDED HEREIN, SCP MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR ANY PURPOSE. SCP SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, DIRECTLY OR INDIRECTLY, ARISING FROM THE USE OF SUCH MERCHANDISE OR FOR CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL SCP'S LIABILITY EXCEED THE INVOICED PRICE OF ANY ORDERS, OR INCLUDE ANY LOST PROFITS, GOODWILL, COST OF SUBSTITUTE GOODS OR SERVICES, OR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES.
- 18. INDEMNIFICATION.** Customer shall defend, indemnify, and hold SCP harmless from, for and against any and all losses, costs, expenses, penalties, fines, liabilities, and damages (including court costs and reasonable attorney fees) with respect to or arising out of any claims, demands, inquiries, investigations, proceedings, actions or cause of actions, that SCP may suffer or incur on any and all grounds in connection with the work provided or printed, including but not limited to, any breach or violation of any obligation of Customer hereunder, any claim that the work contains libelous, obscene or scandalous material or invades the privacy or other personal rights of any person. This indemnification will apply regardless of responsibility of negligence.